IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

R.S.A. No. 1321 of 2005

DATE OF DECISION : 23.04.2007

Ramesh Kumar and others

.... APPELLANTS

Versus

Smt. Shanti Devi and others

..... RESPONDENTS

CORAM :- HON'BLE MR. JUSTICE SATISH KUMAR MITTAL

Present: Mr. N.D. Achint, Advocate,
for the appellants.

This is plaintiffs' Regular Second Appeal against the judgments and decree, passed by both the courts below, whereby their suit for declaration and consequential relief of permanent injunction has been dismissed.

I have heard counsel for the appellants and gone through the judgments and decree, passed by the courts below.

The dispute in this appeal is whether vide registered sale deed dated 9.1.1984, Ex.P1, the plaintiffs had purchased 600 square yards of land from defendants No.1 and 2 out of khasra No. 1631/1085/2 or they have purchased an area of 265 square yards from the said khasra number.

Both the courts below, while taking into account the averments made in the agreement to sell, Ex.P2, executed between the parties, which was prior to the execution of the sale deed, Ex.P1, came to the conclusion that the plaintiffs have purchased only 265 square yards of the land out of khasra No. 1085/2. It has been held that as per the jamabandi for the year 1982-83, Ex.P5, defendants No.1 and 2 were co-sharers in the land to the extent of 1/56 share, which comes to 265 square yards. It has also been noticed that after the purchase of land by the plaintiffs, the mutation was

sanctioned and entry was made in the jamabandi for the year 1987-88. In the said jamabandi also, the plaintiffs have been shown as co-sharers of the suit land to the extent of 1/56 share in khasra No. 1085/2. Both the courts below have recorded the aforesaid findings on the basis of evidence led by both the parties.

It has not been disputed before me by counsel for the appellants that the land has been sold only from khasra No. 1085/2, in which defendants No.1 and 2 were having only 1/56 share i.e. 265 square yards of land, but in the sale deed, the area has been mentioned as 600 square yards. Both the courts below have come to the conclusion that the averments made in the sale deed regarding 600 square yards of land were wrongly mentioned, because as per the agreement, Ex.P2, the appellants had agreed to purchase only 265 square yards out of khasra No. 1085/2. It is case of the appellants that in connivance with the scribe of the sale deed, it was wrongly mentioned that they had purchased the land from only one khasra number, whereas they had purchased land from other khasra number also. This fact has not been proved by the appellants before the courts below. In my opinion, both the courts below have recorded a pure finding of fact on the basis of evidence available on the record. Counsel for the appellants could not point out any illegality or infirmity in the impugned judgments. No substantial question of law is involved in this appeal.

Dismissed.

April 23, 2007 **(SATISH KUMAR MITTAL)**
ndj **JUDGE**